

**STORM DRAINAGE EASEMENT
(Limited Liability Company)**

THIS STORM DRAINAGE EASEMENT AGREEMENT ("AGREEMENT"), made this 8th day of Jan, 2024 ("Effective Date") by and between **NORTH OAK SAFETY STORAGE, LLC** a Limited Liability Company organized and existing under the laws of the State of Missouri, **GRANTOR**, and the **City of Lee's Summit, Missouri**, a Missouri Municipal Corporation with a mailing address of 220 S.E. Green Street, Jackson County, Lee's Summit, Missouri 64063, **GRANTEE**.

WITNESSETH, that the **GRANTOR**, in consideration of the sum of One and no/100's Dollars (\$1.00) and other good and valuable consideration to it paid by the **GRANTEE**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **GRANTEE**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement, inspection and removal of pipe lines, manholes, catch basins, concrete surface drainage ways, open water ways, storm drainage systems, related facilities, together with all necessary appurtenances thereto, ("Stormwater Utilities"), together with the right of ingress to and egress to and from the Easement Area for the purpose of Grantee exercising the rights in this Agreement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit "A" for Legal ("Easement Area") and Exhibit "B" for Depiction

GRANTEE, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines ("Vegetation") on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of the rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all Stormwater Utilities through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Stormwater Utilities (and other equipment), and with the attachment thereto of service lines of its consumers.

GRANTOR agrees not to obstruct or interfere with the use, operation or maintenance of such Stormwater Utilities, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or

Vegetation in the Easement Area that interferes with or endangers the exercise of Grantee's rights in this Agreement.

GRANTEE agrees to maintain the Sewer Utilities constructed by Grantee or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. Grantor agrees to perform all other maintenance in the Easement Area.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **GRANTEE** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

The parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **GRANTOR**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **GRANTOR**, has caused these presents to be signed by its Member and attested by its Secretary, this 8th day of January, 2025

North Oak Safety Storage, LLC

By: [Signature]
Signature

David L. Ward - member
David L. Ward, Member

ATTEST: [Signature]
Secretary

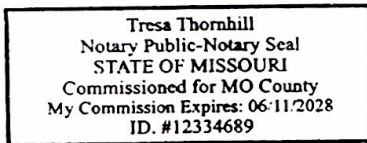
Sandra L. Ward
Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 8th day of Jan, 2024 before me appeared David L. Ward, Member of North Oak Safety Storage, LLC, known to me to be the person who executed the within storm drainage easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of North Oak Safety Storage, LLC.




Notary Public Signature

Accepted by the City of Lee's Summit, Missouri, this _____ day of _____, 20__:

City of Lee's Summit,
a municipal corporation

By: _____

EXHIBIT A

PERMANENT EASEMENTS

NORTH OAK SAFETY STORAGE, LLC
2710 NE HAGAN ROAD
LEES SUMMIT, MO 64064
COUNTY PARCEL ID NO. 52-200-02-03-01-3-00-000

TWO PERMANENT EASEMENTS, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2021E0034900 AT THE JACKSON COUNTY, MISSOURI RECORDER OF DEEDS OFFICE AND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT NUMBER 1:

COMMENCING AT THE CENTER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, NORTH 88°21'39" WEST, 847.69 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°38'21" EAST, 701.31 FEET, TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 88°23'00" WEST, 163.08 FEET; THENCE SOUTH 01°37'00" WEST, 102.44 FEET; THENCE NORTH 88°23'00" WEST, 18.00 FEET; THENCE NORTH 01°37'00" EAST, 103.55 FEET; THENCE NORTH 79°11'21" WEST, 86.94 FEET; THENCE SOUTH 88°23'00" EAST, 266.90 FEET; THENCE SOUTH 01°37'00" WEST, 15.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5,156 SQUARE FEET, MORE OR LESS.

PERMANENT EASEMENT NUMBER 2:

COMMENCING AT THE CENTER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, NORTH 88°21'39" WEST, 225.21 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°38'21" EAST, 671.05 FEET, TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 10°02'51" EAST, 6.31 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET, A CHORD BEARING OF NORTH 55°02'51" EAST, AND A CHORD LENGTH OF 42.43 FEET; THENCE SOUTH 79°57'09" EAST, 8.48 FEET; THENCE SOUTH 56°42'27" WEST, 52.91 FEET, TO THE POINT OF BEGINNING AND CONTAINS 506 SQUARE FEET, MORE OR LESS.



NICHOLAS R. MILLER, PLS
MO 2016000167

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: 123

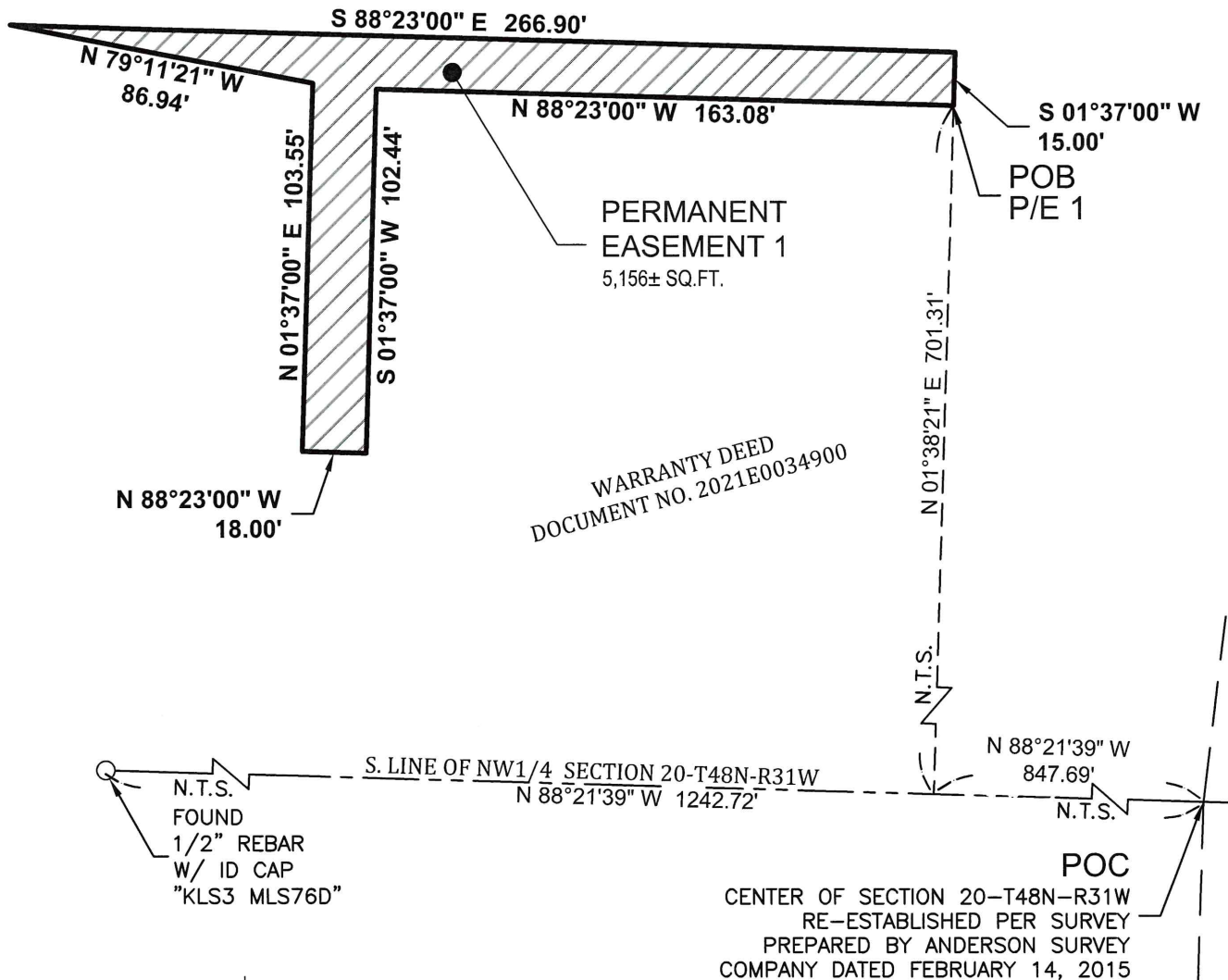
BEARINGS ARE BASED ON THE MISSOURI STATE
PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83

EXHIBIT B

PAGE 1 OF 2

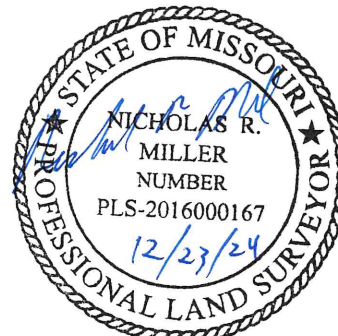
LEGEND:

P/E	PERMANENT EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE



JOB NO. 21-1883

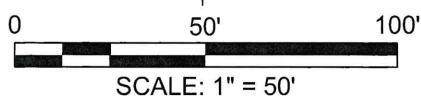
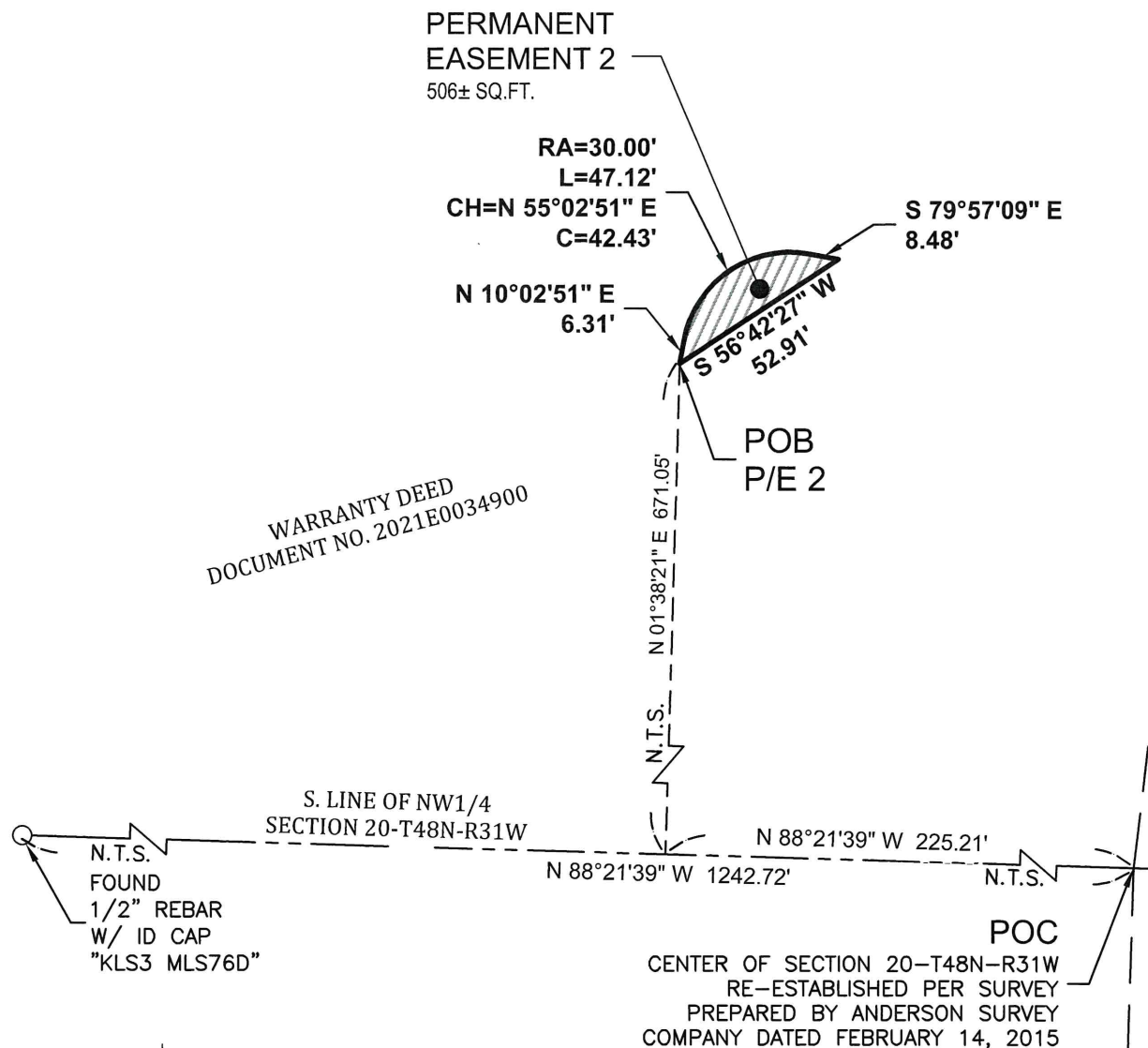
POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: 123
KANSAS CERTIFICATE OF AUTHORITY NO: 36



NICHOLAS R. MILLER, PLS
MO LS 20160000167

PAGE 2 OF 2

P/E	PERMANENT EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE



NICHOLAS R. MILLER, PLS
MO LS 20160000167

JOB NO. 21-1883

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: 123
KANSAS CERTIFICATE OF AUTHORITY NO: 36